

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT

MICHAEL ANGEL ULUGLIA,
JUNIOR ULUGLIA, and JACKIE
ULUGLIA,

Plaintiffs,

vs.

GEICO CHOICE INSURANCE COMPANY,

Defendant.

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Clerk of the Trial Courts

Case No. 3AN-17-10263 C

COMPLAINT

COMES NOW the plaintiffs, MICHAEL ANGEL ULUGLIA, JUNIOR
ULUGLIA, and JACKIE ULUGLIA, by and through her attorneys, BARBER &
ASSOCIATES, LLC, and for their complaint against defendant GEICO CHOICE
INSURANCE COMPANY, do state and allege as follows:

1. That at all times material hereto, plaintiffs are and were residents of
Anchorage, Alaska.

2. That at all times material hereto, defendant GEICO CHOICE
INSURANCE COMPANY (hereinafter referred to as "GEICO") was and is an
insurance company doing business in Anchorage, Alaska.

3. On or about November 20, 2015, Elena Harper negligently and/or recklessly operated a motor vehicle causing a collision with the vehicle occupied by the plaintiffs.

4. Elena Harper had no valid driver licence at the time of the 11/20/15 collision.

5. The defendant investigated the 11/20/15 collision and determined that Elena Harper was the operator of an uninsured motor vehicle in the collision.

6. The defendant determined that Elena Harper was 100% responsible for causing the 11/20/15 collision.

7. The defendant did not determine that anyone else was at fault for the 11/20/15 collision besides Elena Harper.

8. The 11/20/15 collision was 100% the fault of Elena Harper.

9. The defendant determined that Elena Harper was uninsured in the 11/20/15 collision.

10. Elena Harper was the operator of an uninsured motor vehicle in the 11/20/15 collision.

11. Under the defendant's UM BI coverage, the defendant agreed to pay damages for bodily injury caused by an accident, which the insured is legally entitled to recovery from the owner or operator of an uninsured motor vehicle.

12. The plaintiffs suffered bodily injuries in the 11/20/15 collision.
13. The plaintiffs were insureds under the defendant's policy for UM BI and medical payments coverages.
14. The plaintiffs submitted timely uninsured motorist (UM) bodily injury (BI) claims to the defendant.
15. Under the defendant's medical payments coverage, the defendant agreed to pay all reasonable expenses actually incurred by an insured within one year from the date of accident for necessary medical, surgical, x-ray, dental services, prosthetic devises, ambulance, hospital, professional nursing and funeral services.
16. The plaintiffs submitted timely medical payments claims to the defendant.
17. The defendant's medical payments coverage for the plaintiffs was \$5,000 each.
18. The plaintiff's UM BI coverage was \$50k/person & \$100k/collision.
19. Medical providers submitted expenses for the plaintiffs to the defendant relating to the 11/20/15 collision.
20. The defendant paid medical expenses for Jackie Uluglia arising from the 11/20/15 collision.

21. The defendant paid medical expenses for Jackie Uluglia under her medical payments coverage because it determined that the treatment was caused by the 11/20/15 collision.

22. Jackie Uluglia's medical expenses exhausted her medical payments coverage with the defendant for the 11/20/15 collision.

23. The defendant received additional medical expenses for Jackie Uluglia relating to the 11/20/15 collision above and beyond the \$5,000 medical payments coverage limit.

24. The defendant declined to pay one or more outstanding medical expenses for Jackie Uluglia which were caused by the 11/20/15 collision under the uninsured motorist (UM) bodily injury (BI) coverage.

25. The defendant was obligated to promptly and fairly investigate, adjust and pay the plaintiffs' medical payments and UM BI claims

26. The defendant has paid zero for the plaintiffs' UM BI claims

27. The defendant has offered zero for the plaintiffs' UM BI claims.

28. The defendant negligently and/or recklessly adjusted the plaintiffs' UM BI claims which was a substantial factor in causing harm to the plaintiffs for which the defendant is liable.

29. The defendant negligently and/or recklessly adjusted Michael

Uluglia and Junior Uluglia's medical payments claims which was a substantial factor in causing harm Michael Uluglia and Junior Uluglia for which the defendant is liable.

30. The defendant unreasonably investigated the plaintiffs' UM BI claims.

31. The defendant unreasonably adjusted the plaintiffs' UM BI claims.

32. The defendant unreasonably investigated Michael Uluglia and Junior Uluglia's medical payments claims.

33. The defendant unreasonably adjusted Michael Uluglia and Junior Uluglia's medical payments claims.

34. The plaintiffs provided medical releases to the defendant.

35. The plaintiffs indicated to the defendant where they treated.

36. The defendant failed to use the medical releases provided to obtain medical records for the plaintiffs.

37. The defendant unreasonably attempted to foist adjustment responsibilities to the plaintiff's representatives.

38. The defendant is liable for breach of contract which was a substantial factor in causing harm to the plaintiffs.

39. The defendant is liable for breach of the covenant of good faith and

fair dealing which was a substantial factor in causing harm to the plaintiffs.

40. On information and belief, the defendant's training materials for adjusters who handled the plaintiffs claims specified paying outstanding medical expenses caused by an auto collision under the UM BI coverage.

41. If the defendant determines that a claimants medical expenses were caused by an auto collision, then the defendant must pay those expenses under its UM BI coverage.

42. The defendant negligently and/or recklessly and/or intentionally fails to pay outstanding medical expenses under its medical payments coverage because it attempts to close out the claim and seeks release of the claims.

43. The defendant's employees knew or should have known that unpaid medical expenses cause financial harm to insureds as well as anxiety and distress.

44. Nothing in the defendant's policy indicates that the plaintiffs must sign a release or close out their UM BI claims before the defendant pays any expenses.

45. The defendant is liable to the plaintiffs for past and future: medical expense, pain, suffering, physical impairment, loss of capacity for enjoyment of life, inconvenience, physical impairment, loss of earnings, loss of earning capacity, and other non-pecuniary damages to be more fully set forth at trial, all in an greater

than \$100,000 (ONE HUNDRED THOUSAND DOLLARS), the exact amount to be set by the trier of fact.

46. The defendant is liable for emotional distress, anxiety, frustration, and damage to credit.

47. The defendant is liable for punitive and/or exemplary damages for conduct evidencing reckless disregard to the interests of others and/or outrageous conduct which was a substantial factor in causing harm to the plaintiffs.

48. WHEREFORE, having fully pled plaintiff's complaint, the plaintiff requests a judgment against the defendants for an amount greater than \$100,000.00 (ONE HUNDRED THOUSAND DOLLARS) to be established by the trier of fact, declaratory and injunctive relief prohibiting the defendant from seeking releases from claimants before paying medical expenses under its UM BI coverage in Alaska, plus interest, costs and attorney fees and such other relief as the court deems just.

DATED at Anchorage, Alaska this 7TH day of November, 2017.

BARBER & ASSOCIATES, LLC
Attorneys for Plaintiff

By: 

JEFF BARBER
AK Bar #0111058